

1 BILL NO. S-84-02-37

2 SPECIAL ORDINANCE NO. S-19-84

3 AN ORDINANCE approving a Sanitary  
4 Sewer Agreement between the City of  
5 Fort Wayne, Indiana, and the Centen-  
6 nial Development Corporation for  
7 Centennial Park Lateral "B", Res.  
8 #396-83, in connection with the  
9 Board of Public Works.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
11 THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That the Agreement by and between the  
13 City of Fort Wayne, Indiana, and the Centennial Development Cor-  
14 poration, in connection with the Board of Public Works, for Sani-  
15 tary Sewer for Lateral "B", Res. #396-83, for:

16 an Agreement by and between Centennial  
17 Development Corporation and the City  
18 for local sanitary sewer described as  
19 follows:

20 LATERAL B - Res. 396-83

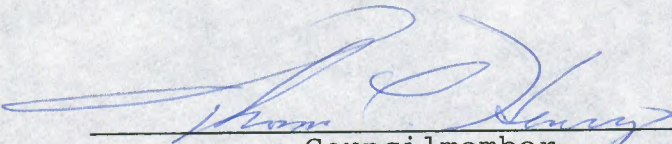
21 Beginning at a proposed sanitary sewer  
22 manhole located 660+ LF North of and  
23 900+ LF East of the Southeast Quarter  
24 of Sec. 28, Township 31 North, Range  
25 12 East; thence Westerly 900+ LF to a  
26 proposed sanitary sewer Manhole; thence  
27 Northerly 1050+ LF terminating at a  
28 proposed sanitary sewer manhole located  
29 1710+ LF North of the Southwest corner  
30 of the Southeast quarter of Section 28,  
31 Township 31 North, Range 12 East;

32 involving a cost of Forty-Nine Thousand Three Hundred Forty-Four  
and 83/100 Dollars (\$49,344.83), all as more particularly set  
forth in the Contract, and which is on file with the Office of  
the Board of Public Works and is by reference incorporated herein,  
made a part hereof and is hereby in all things ratified, confirmed  
and approved.

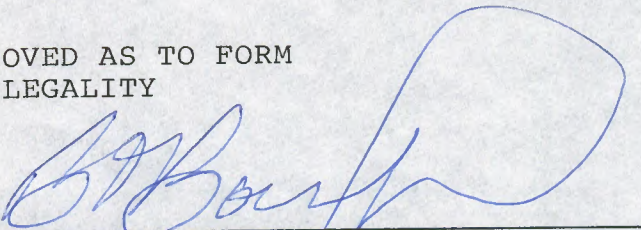
SECTION 2. That this Ordinance shall be in full force  
and effect from and after its passage and any and all necessary  
approval by the Mayor.



Page Two

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
Bruce O. Boxberger, City Attorney

Fox River Bond  
25% COTTON



Read the first time in full and on motion by Henry,  
seconded by Stier, and duly adopted, read the second time  
by title and referred to the Committee City of Fort Wayne (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.M.,E.S.

DATE: 2-14-84  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,  
seconded by Stier, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 2-28-84  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) — (APPROPRIATION) — (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. L-19-84  
on the 28th day of February, 1984,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Ray A. Ebert  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 29th day of February, 1984,  
at the hour of 11:30 o'clock PM.M.,E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of March,  
1984, at the hour of 1 o'clock P.M.,E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



10-267-  
2-8-84

AGREEMENT

for

SANITARY SEWER EXTENSION

THIS AGREEMENT made in triplicate this 8<sup>th</sup> day of ~~January~~ <sup>February</sup>, 1984, by and between "CENTENNIAL DEVELOPMENT CORPORATION," hereinafter referred to as "OWNER," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY," WITNESSETH, that:

WHEREAS, the "OWNER" desires to have constructed a local sanitary sewer described as follows:

LATERAL B

Beginning at a proposed sanitary sewer manhole located 660± LF North of and 900± LF East of the Southeast Quarter of Section 28, Township 31 North, Range 12 East; thence Westerly 900± LF to a proposed sanitary sewer manhole; thence Northerly 1050± LF terminating at a proposed sanitary sewer manhole located 1710± LF North of the Southwest corner of the Southeast Quarter of said Section 28, Township 31 North, Range 12 East.

The construction drawings were approved by "CITY" and are now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY," and known as "CENTENNIAL PARK SANITARY SEWER EXTENSION" , Lateral "B" Resolution 396-83, which plans, specifications, profiles are by reference incorporated herein and made a part hereof which sewer will serve not only land in which the "OWNER" has an interest, but also an adjoining land area, and;

WHEREAS, the cost of construction of said sewer is represented to be Forty-Nine Thousand Three Hundred Forty-Four and 83/199 (\$49,344.83) Dollars for construction, for City Engineering and Inspection Fees.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:



1. CONSTRUCTION OF SEWER

"CITY" shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles. All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY." Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by "CITY" and all further maintenance thereafter shall be borne by "CITY."

2. COST OF CONSTRUCTION

"CITY" will initially finance completely Lateral "B" as stated within subject to Resolution 396-83. It is understood that subject contract is with the City of Fort Wayne; however, any change orders proposed will be reviewed by "OWNER" and/or its representatives, for approval. It is further understood that all construction must conform to City of Fort Wayne Standards.

It is further understood that "OWNER" shall reimburse "CITY" for the full amount of the sanitary sewer construction as follows:

- (a) Fifty (50%) percent at the time "OWNER" makes a first tap into said Lateral "B", and,
- (b) The remaining fifty (50%) percent at the time of a second tap into said Lateral B.

Unless sooner paid in accordance with the provisions of paragraph 2(a) and 2(b) above, the entire cost shall be paid to "CITY" by "OWNER" within two (2) years from the date of formal acceptance of Lateral B by the Board of Public Works.



3. AREA OF OWNER

Said sewer when accepted by the "CITY" will serve the following described real estate:(Reference EXHIBIT "A.")

A part of the Southeast Quarter of Section 28, Township 31 North, Range 12 East, more particularly described as follows:

Beginning at a point 940± LF East of and 300± LF North of the Southwest corner of the Southeast Quarter of said Section 28, Township 31 North, Range 12 East; thence continuing North 365± LF to a point; thence West 580± LF to a point; thence North 640± LF to a point; thence West 475± LF to a point; thence North 625± LF; thence Southwesterly 200± LF to a point; thence South 270± LF to a point; thence West 210± LF to a point; thence South 1030± LF to a point; thence East 225± LF to a point; thence South 310± LF to a point; thence East 1250± LF to the Point of Beginning.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above-described area, no charge or assessment is made by this Agreement against the above-described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged against "CITY" and for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE(Oversizing, etc., cost of existing sewage works).

An area connection charge of \$700.00 per acre must be paid to "CITY" at the time of connection. This area connection charge is in addition to the local charge set forth above, and represents the installation and/or oversizing cost expended by "CITY" for sewer line(s) known as "CENTENNIAL PARK SANITARY SEWER EXTENSION."



5. BOND

Performance and Guaranty Bond is on file with "CITY."

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided. Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395).

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of the "CITY" by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.



IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

"OWNER"

By Paul W. Seitz  
Paul Seitz, President

ATTEST:

James E. Kelley  
Secretary

"CITY"

By Win Moses, Jr.  
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

David J. Klester  
David J. Klester, Chairman

Betty R. Collins  
Betty R. Collins, Member

Jack Wilson, Sr.  
Jack Wilson, Sr., Member

ATTEST:

Helen Gochenour  
Helen Gochenour, Clerk

STATE OF INDIANA     )  
                                      ) SS  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Paul Seitz, President, and JAMES E. KELLEY, Secretary, who acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 8 day of FEBRUARY 1984.

Neil R. Nagel  
Notary Public

My Commission Expires 8-17-84



STATE OF INDIANA )  
 ) SS  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Win Moses, Jr., Mayor, David J. Kiester, Chairman, Betty R. Collins, Member, and Jack Wilson, Sr., Member of the Board of Public Works, who acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 8<sup>th</sup> day of February 1984.

Helen V. Gochenaux  
Notary Public

My Commission Expires:

6-22-87

APPROVED as to form and legality:

Richard I. Snouffer  
Richard I. Snouffer, Associate City Attorney

This instrument prepared by:  
C. Duane Embury, P.E., Chief  
Water Pollution Control Engineer  
CITY OF FORT WAYNE



BILL NO. S-84-02-37

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN  
ORDINANCE approving a Sanitary Sewer Agreement between the City  
of Fort Wayne, Indiana, and the Centennial Development Corporation  
for Centennial Park Lateral "B", Res. #396-83, in connection with  
the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

2-28-84  
CONCURRED IN  
SANDRA E. KENNEDY, CITY CLERK



TITLE OF ORDINANCE Agreement bet. City & Centennial Development Corp. for Centennial Pk  
Sanitary Sewer Agreement for Lateral "B"  
DEPARTMENT REQUESTING ORDINANCE Board of Public Works J-84-02-37

SYNOPSIS OF ORDINANCE This is an agreement by and between Centennial Development  
Corporation and the City for local sanitary sewer described as follows:

LATERAL B - Res. 396-83

Beginning at a proposed sanitary sewer manhole located 660+ LF North of  
and 900+ LF East of the Southeast Quarter of Sec. 28, Township 31 North,  
Range 12 East; thence Westerly 900+ LF to a proposed sanitary sewer manhole;  
thence Northerly 1050+ LF terminating at a proposed sanitary sewer manhole  
located 1710+ LF North of the Southwest corner of the Southeast quarter  
of Section 28, Township 31 North, Range 12 East.

EFFECT OF PASSAGE Improved sewer conditions.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$49,344.83

ASSIGNED TO COMMITTEE